

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1
2. CONTRACT	3. SOLICITATION NUMBER		4. TYPE OF <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED	6. REQUISITION/PURCHASE NO.
7. ISSUED BY Naval Inventory Control Point – Mechanicsburg 5450 Carlisle Pike PO Box 2020 Mechanicsburg PA 17055-0788			CODE N00104			8. ADDRESS OFFER TO (If other than Item 7) Department of the Navy Naval Inventory Control Point – Mechanicsburg BID ROOM Contracting Department (Code 02), BLDG 410, BAY K-20 5450 Carlisle Pike, PO Box 2020 Mechanicsburg PA 17055-0788

NOTE: In sealed bid solicitations “offer” and “offeror” mean “bid” and “bidder”

SOLICITATION

9. Sealed offers in original and 0 copies for furnishing the supplies or services in the Schedule will be received at the place specified in **ITEM 8**, or if hand carried, in the depository located in Bldg. 410, BID ROOM, Bay K-20, or uploaded electronically to the secure server located at: <https://bidroom.navsup.navy.mil/solicitations/submit>, until **2:00 p.m.** local time (Date).
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS
		AREA CODE (717)	NUMBER 605-	EXT.	

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN (Type or print)	
15B TELEPHONE NUMBER	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXT.		

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)
		28. AWARD

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION B**N00104-04-R-K105**

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ITEM NO.	SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	NSN 6140-01-334-0724, FW14 BATTERY, DRY STORAGE EVEREADY P/N A544 NAVAIR DWG. 849AS103				
0001AA	TECHNICAL DATA-SEE DD FORM 1423, EXHIBIT A	A/R	A/R	NSP	NSP
0001AB	MANUFACTURE DATE CODE CARD 1 CARD PER PACKAGE AS SPECIFIED ON SCD 849AS103 REV. A	A/R	LO	NSP	NSP
0001AC	SAME AS ITEM 0001 NAVY FMS CASE: IS-P-POF OWNERSHIP CODE: 8 (FMS) ACRN:	100	EA		
0001AD	SAME AS ITEM 0001 NAVY FMS CASE: KU-P-PAF OWNERSHIP CODE: 8 (FMS) ACRN:	240	EA		
0001AE	SAME AS ITEM 0001 NAVY FMS CASE: IT-P-PAD OWNERSHIP CODE: 8 (FMS) ACRN:	100	EA		
0001AF	SAME AS ITEM 0001 NAVY PAN FY05 OWNERSHIP CODE: 5 (NAVY) ACRN:	4,360	EA		
0001AG	SAME AS ITEM 0001 NAVY PAN FY05 OWNERSHIP CODE: 5 (NAVY) ACRN:	4,800	EA		
0001AH	SAME AS ITEM 0001 NAVY PAN FY05 OWNERSHIP CODE: 5 (NAVY) ACRN:	2,908	EA		
NOTES: 1. Information for using the Wide Area Workflow Receipt and Acceptance (WAWF-RA) electronic form to submit Material Inspection and Receiving Report (DD250) information is provided in Section H of this solicitation. 2. Use of WAWF-RA requires the vendor to self-register at the following website: https://wawf.eb.mil . Vendor training is available on the Internet at: http://wawftraining.com 3. Additional documentation may be attached to the electronic invoice in WAWF.					

>> Check here if the following statement applies: If Awarded the contract, I do NOT want the contract unit price(s) released.

FOR INFORMATION PURPOSES ONLY**CONTRACT HISTORY**

<u>CONTRACTOR</u>	<u>AWARD DATE</u>	<u>QUANTITY</u>	<u>TOTAL CONTRACT PRICE</u>
PBS DISTRIBUTORS	11/03	12,000 EA	\$18,340.60
BAKER & ASSOCIATES	10/02	13,869 EA	\$22,883.85
NETEX INDUSTRIES	09/00	16,235 EA	\$32,470.00

NOTE: This information is the best information currently available. **DO NOT** prepare your proposal solely on the information provided above.

The offeror acknowledges that by providing this data the Government assumes no responsibility for its accuracy or for any conclusions or interpretations made by the offeror. The data is provided solely for informational purposes and should not be relied upon as the basis for preparation of an offer. Additional price history requests must be submitted under the Freedom of Information Act.

REQUEST OFFEROR SUPPLY THE FOLLOWING INFORMATION:

- (1) **FAX #:**
- (2) **EMAIL ADDRESS:**
- (3) **DUNS NUMBER:**
- (4) **TIN:**
- (5) **NAMES, TITLES, TELEPHONE, FAX, AND EMAIL ADDRESSES OF PERSONS AUTHORIZED TO NEGOTIATE ON THE OFFEROR'S BEHALF WITH THE GOVERNMENT IN CONNECTION WITH THIS SOLICITATION:**

SECTION C - DESCRIPTION AND SPECIFICATIONS

NOTE 1: NON-ANTICIPATION OF INITIAL WAIVERS AND DEVIATIONS ON AWARDS Offerors are reminded that any resultant contract will require performance in strict compliance with the specifications set forth therein, and that prices offered should not be predicated upon contractor anticipation of government authorization of waivers or deviations, even though such waivers and/or deviations may have been granted previously under other contracts for the same item.

NOTE 2: SPECIFICATIONS THAT DO NOT INDICATE SPECIFIC REVISION LEVELS ARE TO BE MADE TO THE REVISION LEVELS LISTED ON THE DODISS IN EFFECT AT THE TIME OF SOLICITATION ISSUANCE.

1. DATA LIST / PART NUMBERS / DRAWING NUMBERS:

CLIN	DATA LIST / PART OR DRAWING NUMBERS	REVISION	DATE OF REVISION
0001	849AS103/A544	A	16 JAN 92

- a. Reference note 3.k., Contractor **SHALL** provide an explanation of Manufacturing Date Code and Expiration Dates, Section B, CLIN 0001AB.
- b. Approved source of supply; Eveready Battery Co. part number A544 reference 849AS103.
- c. Far 52.246-15, CERTIFICATE OF CONFORMANCE APPLIES. The contractor **SHALL** provide a Certificate of Conformance with each shipment, in accordance with DD 1423, sequence number **A001**

2. LOT DISPOSITION:

- a. Lot 1 (one) shall consist of CLIN 0001AC quantity 100 each, CLIN 0001AD quantity 240 each, CLIN 0001AE quantity 100 each, and CLIN 0001AF quantity 4360 each. These units shall have the same manufacturing date per SCD 849AS103 Revision A. Batteries shall be delivered within 2 months of final assembly date. Shipment shall be made to the appropriate destination in accordance with Section F.
- b. Lot 2 (two) shall consist of CLIN 0001AG quantity 4,800 each. The manufacturing date for lot 2 shall be 4 months later than lot 1, per SCD 849AS103 Revision A. Batteries shall be delivered within 2 months of final assembly date. Shipment shall be made to the appropriate destination in accordance with Section F.
- c. Lot 3 (three) shall consist of CLIN 0001AH quantity 2,908 each. The manufacturing date for lot 3 shall be 4 months later than lot 2, per SCD 849AS103 Revision A. Batteries shall be delivered within 2 months of final assembly date. Shipment shall be made to the appropriate destination in accordance with Section F.

SECTION C - CONFIGURATION CONTROL - MIL-STD-973 (NAVY STOCK CLASS 1377 AMMO) (MAY 2004)

1. Any Engineering Change Proposal, Any Request for a Deviation or Request for Waiver affecting an item being procured under this contract shall be in accordance with MIL-STD-973 and any subsequent modification thereof superseding document ordered, shall be in writing, by the Contracting Officer, Naval Inventory Control Point. If any such modification or superseding document affects the cost of Performance of this contract, an equitable adjustment shall be made in the contract price in accordance with the provisions of "Changes" clause of this contract. ECP content shall be in accordance with Appendix D of MIL-STD-973 and Deviation and/or Waiver content shall be in accordance with Appendix E of MIL-STD-973.

2. The contractor's assigned Deviation and/or Waiver number as referenced in Appendix E of MIL-STD-973 shall consist of the following numbering formulations:

- a. The last four alpha-numeric characters of the contract number followed by a dash (-).
- b. The letter "D" (deviations) or "W" (waivers), as applicable, followed by consecutively assigned numeric characters beginning with 001.

3. The contractor shall submit an advance copy of any ECP, Request for Deviation or Waiver to the activity below:

COMMANDER
IHDIV, NSWC
CODE 5310B
101 STRAUSS AVENUE BLDG 1557
INDIAN HEAD MD 20640-5035

4. The contractor shall submit an original and three (3) copies of each ECP, Request for Deviation or Waiver to the Contract Administration Office (CAO) for distribution as delineated in paragraph 8. below:

5. All ECPs, Requests for Deviations or Waivers shall be approved/disapproved by the Contracting Officer, NAVICP, Mechanicsburg, PA.

6. Technical approval authority for waivers, deviations and ECP's is IHDIV, NSWC, CODE 5220, 101 STRAUSS AVENUE, INDIAN HEAD, MD 20640-5035, (301) 744-2330.

7. Authorization for the CAO to accept nonconforming supplies as delineated in paragraph 5.4.8.3.5 and 5.4.8.4.5 of MIL-STD-973 is specifically withheld.

8. The Administrating Contracting Officer will distribute the request as follows:

Original and two: NAVAL INVENTORY CONTROL POINT
CONTRACTING OFFICER Bldg 410 Code 0242
5450 CARLISLE PIKE PO BOX 2020
MECHANICSBURG PA 17055-0788

One: COMMANDER IHDIV NSW
Code 5310B
101 STRAUSS AVENUE BLDG 1557
INDIAN HEAD MD 20640-5035

9. Class II waiver authority is granted for prefabricated piece parts, bought by the contractor to contractor drawings for assembly into the deliverable items procured under this contract. The authority is limited to items not affecting performance, durability, safety or interchangeability of the finished product. Traceability of materials and records of waivers of the finished product shall be maintained and made available for review upon Government request.

DFAR 252.211-7005

SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (FEB 2003)

(a) **Definition.** "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet in Excel format at:

<http://www.dcmil.com/onebook/7.0/7.2./7.2.6/reports/modified.xls>.

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall-

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
- (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards: (Offeror insert information for each SPI process)
SPI Process:

Facility:

Military or Federal Specification or Standard:

Affected Contract Line Item Number, Subline Item Number, Component, or Element:

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror-

- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

SECTION D - PACKAGING AND MARKING (MAY 2004)

1. Packaging and packing for production lots, first article samples and lot acceptance samples shall be IAW the following by item:

CLIN	QUP	IAW
0001	12	Inner Container Notes 4.1 & 5.1.1 NAVAIR DWG. 849AS103 REV A Outer Container Notes 4.2 & 5.1.2 NAVAIR DWG. 849AS103 REV A

2. Marking shall be applied IAW the applicable provisions of MIL-STD-129.

- a. At a minimum, inner container markings shall include:
- National Stock Number and (DoD) Code: NSN 6140-01-334-0724
 - Item Nomenclature: *BATTERY, DRY STORAGE, FW14*
 - Item Assembly Drawing Number: *NAVAIR DWG. 849AS103*
 - Quantity: *As Applicable*
 - Manufacturer Date Code
 - Storage: Storage Temperature 40° to 80°F.
 - Serial Number: Required () N/A (X)
- b. At a minimum, outer container markings shall include:
- National Stock Number and (DoD) Code: *NSN 6140-01-334-0724*
 - Item Nomenclature: *BATTERY, DRY STORAGE, FW14*
 - Item Assembly Drawing Number: *(NAVAIR DWG. 849AS103)*
 - Quantity: *As Applicable*
 - Manufacturer Date Code
 - Storage: Storage Temperature 40° to 80°F.
 - Serial Number: Required () N/A (X)
 - Gross Weight and Cube: *As Applicable*
 - DoD Contract Number: *As Applicable*

NOTE: **Foreign Military Sales (FMS) Shipments:** All outer containers **shall be** clearly marked with the FMS Case Designation, Requisition Number and Project Code, as applicable - *See Section "F"* for proper identification.

3. **BARCODE LABELS.** Bar-coded markings shall be applied to ammunition containers and units loads in accordance with the following, providing coded elements of data that can be read and interpreted by automatic bar code reading devices (scanners). Labels used shall meet the requirements for a Grade A, Style 2, Composition (b) label as specified in MIL-PRF-61002 except that solvent and detergent resistance is not required. The bar code symbology and human readable information (HRI) that are to be applied shall be the standard DOD symbology as described in AIM-BC1. AIM-BC1 is a document published by AIM USA and maybe obtained directly from AIM USA 634 Alpha Drive, Pittsburgh, PA 15328. The bar code shall be printed in accordance with AIM-BC1 except that the bar code density shall be from medium to high density (ie from 5.2 to 9.4 characters per inch). Mark the packaging with two barcodes:

- a. **NIIN LABEL.** The nine-digit National Item Identification Number (NIIN), Ownership Code, and Material Condition Code shall be encoded as single "message". See Figure D.4.a.1. The NIIN shall be encoded without the dashes. A space (encoded) shall be placed between the NIIN and the Ownership Code and between the Owner Code and the Material Condition Code. Ownership code is listed in section B for each CLIN. Material Condition Code for ammunition lots for service use shall be in accordance with MIL-HDBK-129 Table V.

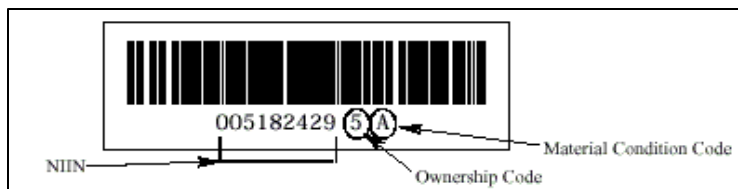


FIGURE D.4.a.1

b. **LOT NUMBER LABEL.** The Manufacturing Date Code, Shelf Life Date and quantity shall be encoded as a single “message”. See Figure D.4.b.1. The Manufacturing Date Code shall be encoded with the dashes. A space (encoded) shall be placed between the Manufacturing Date Code and the Shelf Life Date and between the Shelf Life Date and quantity. The Shelf Life Date or Expiration Date shall be a 4-digit data element representing the month (01 through 12) and the last two digits of the year. Shelf Life Date is calculated by adding the shelf life of the CLIN to the month and year of production of the lot.

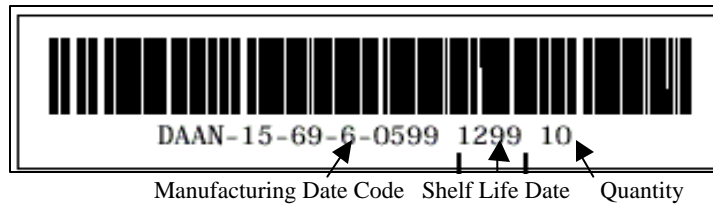


FIGURE D.4.b.1

NOTE: The shelf life for CLIN 0001 is: **3 years and 0 months.**

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003)

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

The following additional data shall be furnished on the DD 250:

- a. Complete date code, lot expiration date (month and year), and shelf-life of the item.

Example – (As it should appear on the DD 250): Lot Date Code LR (06/12/98)

Shelf Life: 3 Years

Note: Shelf life is provided in Section D –Packaging and Marking paragraph 4.b.

- b. Total size
- c. Net quantity shipped to destination.
 - 1) Item quantity shipped to consignee
 - 2) Total item quantity shipped to consignee
 - 3) Item quantity due consignee

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b)(1) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250).

252.211-7004 ALTERNATE PRESERVATION, PACKAGING, AND PACKING (DEC 1991)

SECTION E***52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1996)****52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984)****52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)*****NAVICPEA04 INSPECTION, ACCEPTANCE, AND PLACE OF PACKAGING (NAVICP-M) (JAN 1993)**

Supplies furnished hereunder Shall be: Inspected at **(X)** Contractor's and/or Subcontractor's plant or () Destination.

Acceptance Shall be: at **(X)** Contractor's and/or Subcontractor's plant or () Destination.

If supplies will be packaged at a location different from the offeror address indicated on the solicitation, the offeror shall provide the name and street address of the packaging location:

Packaging House

Address

SECTION F - DELIVERIES OR PERFORMANCE (MAY 2004)

Unless otherwise indicated in this contract, accelerated delivery is desirable and acceptable. The addresses for the activities designated to receive supplies are listed below:

LINE / SUBLINE ITEM AND QTY		SHIP TO:		MARK FOR:
0001AC	100 EA	N00174	Receiving Officer Indian Head Division Naval Surface Warfare Center 101 Strauss Avenue Indian Head MD 20640-5035	FMS CASE: IS-P-POF CONTACT: 5310B/KIM BOWIE (301-744-2219)
0001AD	240 EA	N00174	Receiving Officer Indian Head Division Naval Surface Warfare Center 101 Strauss Avenue Indian Head MD 20640-5035	FMS CASE: KU-P-PAF CONTACT: 5310B/KIM BOWIE (301-744-2219)
0001AE	100 EA	N00174	Receiving Officer Indian Head Division Naval Surface Warfare Center 101 Strauss Avenue Indian Head MD 20640-5035	FMS CASE: IT-P-PAD CONTACT: 5310B/KIM BOWIE (301-744-2219)
0001AF	4,360 EA	N00174	Receiving Officer Indian Head Division Naval Surface Warfare Center 101 Strauss Avenue Indian Head MD 20640-5035	Navy Stock & Issue (Cog 2E) PAN FY05 PURPOSE CODE A
0001AG	4,800 EA	N00174	Receiving Officer Indian Head Division Naval Surface Warfare Center 101 Strauss Avenue Indian Head MD 20640-5035	Navy Stock & Issue (Cog 2E) PAN FY05 PURPOSE CODE A
0001AH	2,908 EA	N00174	Receiving Officer Indian Head Division Naval Surface Warfare Center 101 Strauss Avenue Indian Head MD 20640-5035	Navy Stock & Issue (Cog 2E) PAN FY05 PURPOSE CODE A

NOTE: The above mark for (M/F) information is to be noted on the DD 250 (Block 14) for each applicable subline item.

***NAVICPFA01 - NOTICE REGARDING F.O.B. POINT (NAVICP-M) (JAN 1993)**

Offers/Bids submitted on an F.O.B. basis other than that required by the Solicitation.

() shall be rejected as non-responsive.

(X) may be rejected as unacceptable.

***52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989)**

***52.242-15 STOP-WORK ORDER (AUG 1989)**

***52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)**

52.247-29 F.O.B. ORIGIN (JUN 1988)

52.247-30 F.O.B. ORIGIN, CONTRACTOR'S FACILITY (APR 1984)

52.247-59 F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS (APR 1984)

52.247-65 F.O.B. ORIGIN PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS (JAN 1991)

***52.211-8 TIME OF DELIVERY**

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

<u>ITEM</u>	<u>QUANTITY</u>	<u>DAYS</u>
0001AC	100 EA	120 DAYS AFTER DATE OF CONTRACT
0001AD	240 EA	120 DAYS AFTER DATE OF CONTRACT
0001AE	100 EA	120 DAYS AFTER DATE OF CONTRACT
0001AF	4,360 EA	120 DAYS AFTER DATE OF CONTRACT
0001AG	4,800 EA	240 DAYS AFTER DATE OF CONTRACT
0001AH	2,908 EA	360 DAYS AFTER DATE OF CONTRACT

NOTE: EARLY DELIVERY IS NEITHER DESIRED OR ACCEPTABLE

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, may be considered non-responsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFERORS PROPOSED DELIVERY SCHEDULE

<u>ITEM</u>	<u>QUANTITY</u>	<u>DAYS</u>
0001AC	100 EA	
0001AD	240 EA	
0001AE	100 EA	
0001AF	4,360 EA	
0001AG	4,800 EA	
0001AH	2,908 EA	

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer May be considered non-responsive and rejected.

SECTION G – ACCOUNTING DATA

Accounting data will be cited at time of award.

SECTION H - SPECIAL DISTRIBUTION (MAY 2004)

NOTE 1: Use of the Wide Area Work Flow Receipt and Acceptance (WAWF-RA) electronic form fulfills the requirement for a Material Inspection and Receiving Report (DD Form 250). See clause 252.246-7000 Material Inspection and Receiving Report (March 2003).

NOTE 2: When using WAWF-RA to submit Contract Data Requirements List (CDRL) data and “Not Separately Priced” items, the following information shall be listed in the “Comments” field of the WAWF electronic form: *Shipping company, shipment tracking number, and date shipped.*

DD250s or WAWF-RA documents accompanying the shipment are to be attached as follows (**Type of Shipment** - Location):

Carload or truckload - Affix to the shipment where it will be readily visible and available upon request.

Less than carload or truckload - Affix to container number one or container bearing lowest number.

Mail, including parcel post - Attach to outside or include in the package. Include a copy in each additional package of multi-package shipments.

KEY:	* = Hard Copy	** = Provisional for LATs Only	S = Include all other shipping documents
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<u>DD1650</u>	<u>DD250</u>	<u>GBL</u>	<u>DESIGNATOR/CLIN</u>	<u>DESIGNEE</u>
	1	S	0001	CONTRACT ADMINISTRATION OFFICE (DCMA)
	1	S	0001	GOVERNMENT QUALITY ASSURANCE REPRESENTATIVE
	1		0001	TRANSPORTATION OFFICE ISSUING GBL (<i>ATTACH TO GBL MEMORANDUM COPY</i>)
	1	S	0001	COMMANDER IH DIV, NSWC 101 STRAUSS AVENUE BLDG 1557 INDIAN HEAD MD 20640-5035 CODE: 5310B
	1	S	0001	COMMANDER NAVAL INVENTORY CONTROL POINT ATTN: CODE 0242 BLDG 410 5450 CARLISLE PIKE PO BOX 2020 MECHANICSBURG PA 17055-0788
	1		0001	DEPUTY COMMANDER FOR INTERNATIONAL PROGRAMS NAVAL INVENTORY CONTROL POINT – PHILADELPHIA 700 ROBBINS AVENUE ATTN: CODE 7532 PHILADELPHIA PA 19111-5098
	1		0001	CONSIGNEE

SECTION I

***52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://farsite.hill.af.mil/>

<http://www.arnet.gov/far>

<http://www.acq.osd.mil/dp/dars/dfars/tochtml.htm>

<http://farsite.hill.af.mil/VFDFARa.htm>

- *52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
- 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUB-CONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (JUL 1995)
- *52.211-5 MATERIAL REQUIREMENTS (AUG 2000)
- *52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
- *52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- *52.222-3 CONVICT LABOR (JUN 2003)
- *52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION (SEP 2000)
- *52.222-19 CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2004)
- *52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)
- *52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
- *52.222-26 EQUAL OPPORTUNITY (APR 2002)
- *52.222-29 NOTIFICATION OF VISA DENIAL (JUN 2003)
- *52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
- *52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
- *52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
- *52.223-6 DRUG-FREE WORKPLACE (MAY 2001)
- *52.225-13 RESTRICTION ON CERTAIN FOREIGN PURCHASES (DEC 2003)
- *52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
- *52.227-3 PATENT INDEMNITY (APR 1984)
- *52.232-8 DISCOUNTS FOR PROMPT PAYMENTS (FEB 2002)
- *52.232-11 EXTRAS (APR 1984)
- *52.232-17 INTEREST (JUN 1996)
- *52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
- *52.232-25 PROMPT PAYMENT (OCT 2003)
- *52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
- *52.233-1 DISPUTES (JUL 2002)
- *52.233-3 PROTEST AFTER AWARD (AUG 1996)
- 52.242-10 F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE (APR 1984)
- *52.242-12 REPORT OF SHIPMENT (REPSHIP) (JUN 2003)
- *52.243-1 CHANGES--FIXED PRICE (AUG 1987)
- 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)
- 52.248-1 VALUE ENGINEERING ALT III (APR 1984)
- 52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984)
- *52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
- *52.253-1 COMPUTER GENERATED FORMS (JAN 1991)
- *252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)
- *252.204-7002 PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED (DEC 1991)
- *252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
- *252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION ALTERNATE A (NOV 2003)
- *252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (APR 2003)
- *252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (APR 2003)
- 252.225-7005 IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES (APR 2002)
- *252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (APR 2003)
- *252.227-7013 RIGHTS IN TECHNICAL DATA-NONCOMMERCIAL ITEMS (NOV 1995)
- *252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)
- *252.227-7030 TECHNICAL DATA-WITHHOLDING OF PAYMENT (MAR 2000)
- *252.227-7036 DECLARATION OF TECHNICAL DATA CONFORMITY (JAN 1997)
- *252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999)
- *252.242-7000 POST-AWARD CONFERENCE (DEC 1991)
- 252.242-7003 APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS (DEC 1991)
- *252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
- *252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003)

252.246-7001 WARRANTY OF DATA (DEC 1991)*52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE ALTERNATE I (OCT 1995).**

(a) Definition. "*Small business concern*," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered non-responsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

***52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)**

(a) "*Hazardous material*," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (*if none, insert "NONE"*)

Identification No.

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsive and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

***52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)**

(a) Definition: "*Ozone-depleting substance*," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as --

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows: Warning: Contains (or manufactured with, if applicable) *, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere. * *The Contractor shall insert the name of the substance(s).*

***252.223-7001 HAZARD WARNING LABELS (DEC 1991)**

(a) "*Hazardous material*," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning

label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If none, insert "NONE")

ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

***252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2004)**

(a) Definitions. As used in this clause -

- (1) "*Contract financing payment*" and "*invoice payment*" have the meanings given in section 32.001 of the Federal Acquisition Regulation.
- (2) "*Electronic form*" means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.
- (3) "*Payment request*" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

- (1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at: <http://wawf.eb.mil>.
- (2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at: <https://ecweb.dfas.mil>.
- (3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.
 - (i) Information regarding EDI formats is available on the Internet at: <http://www.X12.org>.
 - (ii) EDI implementation guides are available on the Internet at: <http://www.dfas.mil/ecedi>.
- (4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA ALTERNATE III (MAY 2002)

(a) Definitions: As used in this clause-

- (1) "*Components*" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
- (2) "*Department of Defense*" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
- (3) "*Foreign flag vessel*" means any vessel that is not a U.S.-flag vessel.
- (4) "*Ocean transportation*" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) "*Subcontractor*" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.
- (6) "*Supplies*" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
 - (ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
 - (7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
- (b) (1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
- (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-
- (i) This contract is a construction contract; or
 - (ii) The supplies being transported are -
 - (A) Noncommercial items; or
 - (B) Commercial items that-
 - (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
 - (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
 - (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that-
- (1) U.S.-flag vessels are not available for timely shipment;
 - (2) The freight charges are inordinately excessive or unreasonable; or
 - (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum-
- (1) Type, weight, and cube of cargo;
 - (2) Required shipping date;
 - (3) Special handling and discharge requirements;
 - (4) Loading and discharge points;
 - (5) Name of shipper and consignee;
 - (6) Prime contract number; and
 - (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:
- (1) Prime contract number;
 - (2) Name of vessel;
 - (3) Vessel flag of registry;
 - (4) Date of loading;
 - (5) Port of loading;
 - (6) Port of final discharge;
 - (7) Description of commodity;
 - (8) Gross weight in pounds and cubic feet if available;
 - (9) Total ocean freight in U.S. dollars; and
 - (10) Name of steamship company.
- (f) The Contractor shall insert the substance of this clause, including this paragraph (f), in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

***5252.243-9400 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)**

- (a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or requires of Government personnel unless it is issued in writing and signed by the Contracting officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustments will be made in contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME Kim Hartman \Code 0242.7\
 ADDRESS \ PO BOX 2020 MECHANICSBURG, PA 17055
 TELEPHONE \ 717-605-1465\

***I - HAZARDOUS MATERIAL (JAN 1999) NAVSUP**

(a) Hazardous material as used in this clause means any material defined as hazardous within the applicable modal regulations governing packaging, handling, storage and transportation (including revisions adopted during the term of this contract). Such definitions include the following:

<u>Class/Division</u>	<u>Definition</u>
1	Explosives
2.1	Flammable Gas
2.2	Non-Flammable, Non-poisonous compressed Gas
2.3	Gas Poisonous by Inhalation
3	Flammable Liquid (flash point not more than 141 degrees F)
4.1	Flammable Solid
4.2	Spontaneously Combustible Material
4.3	Dangerous When Wet Material
5.1	Oxidizer
5.2	Organic Peroxides
6.1	Poisonous Material
6.2	Infectious Substance
7	Radioactive Material
8	Corrosive material
9	Miscellaneous Hazardous material
None	Otherwise Regulated Material (ORM-D)

(b) Preservation, packaging and packing of hazardous materials shipped hereunder shall be in accordance with the requirements of Department of Transportation code of Federal Regulation, Title 49, Part 100-199, as applicable. In the event of any discrepancy between the contract and Title 49, Title 49 shall govern, unless another modal regulation is applicable (See paragraphs (e), (f), and (g) below).

(c) Marking and labeling shall be in accordance with MIL-STD-129 and Title 49, as applicable. In the event of any contradiction between the two documents, Title 49 shall govern.

(d) Transportation shall be in accordance with Title 49; however, hazardous material shipped via the U.S. Postal Service shall be shipped in accordance with U.S. Postal Service Publication.

(e) Hazardous materials intended for shipment via water transportation shall be packaged, packed, marked and labeled in accordance with the International maritime Organization International maritime Dangerous Goods (IMDG) Code.

(f) Hazardous materials intended for shipment via commercial air shall be packaged, packed, marked, labeled, and certified in accordance with the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air or the International Air Transport Association (IATA) Dangerous Goods Regulations.

(g) Hazardous materials intended for shipment via military aircraft shall be packaged, packed marked, labeled, ad certified in accordance with joint manual AFJMAN 24-204/NAVSUPPPUB 505/TM 38-250/MCO P4030.19G/DLA14145.3 (Preparing Hazardous Materials For Military Air Shipments).

(h) If the hazardous material required to be shipped under this contract is a non-regulated limited quantity as defined by applicable modal regulations, it shall be packaged to meet the requirements of Level A packaging listed in MIL-STD-2073.

(i) In addition to the above, packaging (container and containment components) designs shall pass all applicable packaging performance test in accordance with Title 49, the ICAO/IATA and IMDG, as applicable. Compressed gases are excluded form these tests. Each packaging of acceptable design shall bear certification markings outlined in Title 49. All certificates and test reports indicating test compliance shall be available for inspection by authorized government representatives.

(j) A test report and special packaging instruction shall be submitted in accordance with DD Form 1423, Contract Data Requirements List, referencing Data Item Descriptions (DIDs) DI-PACK-81050 (Performance Oriented Packaging Test Report) and DI-PACK-80121 (Special Packaging Instruction). When these DIDs are referenced, only packaging materials controlled by Military or Federal Specifications may be used, unless superseded by commercial standards which gave been adopted for Government use.

(k) A Material Safety Data Sheet, prepared in accordance with FED-STD-313, and a copy of the Hazard Warning Labels shall be forwarded to the applicable contracting activity.

SECTION J

J - LIST OF ATTACHMENTS (NAVICP-M) (AMMO) (FEB 1994)

The documents listed below marked with an "X" are physically included in this contract.

- () Award/Contract (Standard Form 26)
- (**X**) Continuation Sheet (Supply Contract) (Pages 2 thru xxx)
- () Specifications
- (**X**) DD Form 1423
- (**X**) DD Form 1423 (Back)

CONTRACT DATA REQUIREMENTS LIST

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. 0001		B. EXHIBIT A		C. CATEGORY: TDP _____ TM - _____ OTHER X					
D. SYSTEM / ITEM FW14		E. CONTRACT / PR NO. N0010405NB009		F. CONTRACTOR					
1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM CERTIFICATE OF COMPLIANCE			3. SUBTITLE					
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-81356		5. CONTRACT REFERENCE SEE BLOCK 16		6. REQUIRING OFFICE IHDIV, NSWC, CODE 5310B					
7. DD 250 REQ SD	9. DIST STATEMENT REQUIRED	10. FREQUENCY SEE BLOCK 16	12. DATE OF FIRST SUBMISSION SEE BLOCK 16	14. DISTRIBUTION					
8. APP CODE N/A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16	a. ADDRESSEE	b. COPIES Draft Final Reg Repro				
16. REMARKS BLOCK 5. CONTRACT REFERENCE - SECTION C - DESCRIPTION AND SPECIFICATIONS - PARAGRAPH 1.c. DISTRIBUTION ADDRESSES (BLOCK 14) (N00174) COMMANDER IHDIV,NSWC ATTN: CODE 5310B 101 STRAUSS AVE. INDIAN HEAD MD 20640-5035 COGNIZANT DCMA (Indicated in Block 6 of SF26) BLOCK 10, 12, AND 13 - DISTRIBUTION SHALL BE MADE FOR EACH PRODUCTION LOT IAW SECTION C-DESCRIPTION AND SPECIFICATIONS-PARAGRAPH 2.a. THRU 2.c.				SEE BLOCK 16					
				15. TOTAL					
				G. PREPARED BY Kimberly E Bowie		H. DATE 07/02/04		I. APPROVED BY MICHAEL R. HOGG	
								J. DATE 7/14/04	

INSTRUCTIONS FOR COMPLETING DD FORM 1423

(See DoD 5010.12-M for detailed instructions.)

FOR GOVERNMENT PERSONNEL

Item A. Self-explanatory.

Item B. Self-explanatory.

Item C. Mark (X) appropriate category: TDP - Technical Data Package; TM - Technical Manual; Other - other category of data, such as "Provisioning," "Configuration Management", etc.

Item D. Enter name of system/item being acquired that data will support.

Item E. Self-explanatory (to be filled in after contract award).

Item F. Self-explanatory (to be filled in after contract award).

Item G. Signature of preparer of CDRL.

Item H. Date CDRL was prepared.

Item I. Signature of CDRL approval authority.

Item J. Date CDRL was approved.

Item 1. See DoD FAR Supplement Subpart 4.71 for proper numbering.

Item 2. Enter title as it appears on data acquisition document cited in Item 4.

Item 3. Enter subtitle of data item for further definition of data item (optional entry).

Item 4. Enter Data Item Description (DID) number, military specification number, or military standard number listed in DoD 5010.12-L (AMSDL), or one-time DID number, that defines data content and format requirements.

Item 5. Enter reference to tasking in contract that generates requirement for the data item (e.g., Statement of Work paragraph number).

Item 6. Enter technical office responsible for ensuring adequacy of the data item.

Item 7. Specify requirement for inspection/acceptance of the data item by the Government.

Item 8. Specify requirement for approval of a draft before preparation of the final data item.

Item 9. For technical data, specify requirement for contractor to mark the appropriate distribution statement on the data (ref. DoDD 5230.24).

Item 10. Specify number of times data items are to be delivered.

Item 11. Specify as-of date of data item, when applicable.

Item 12. Specify when first submittal is required.

Item 13. Specify when subsequent submittals are required, when applicable.

Item 14. Enter addressees and number of draft/final copies to be delivered to each addressee. Explain reproducible copies in Item 16.

Item 15. Enter total number of draft/final copies to be delivered.

Item 16. Use for additional/clarifying information for Items 1 through 15. Examples are: Tailoring of documents cited in Item 4; Clarification of submittal dates in Items 12 and 13; Explanation of reproducible copies in Item 14.; Desired medium for delivery of the data item.

FOR THE CONTRACTOR

Item 17. Specify appropriate price group from one of the following groups of effort in developing estimated prices for each data item listed on the DD Form 1423.

a. Group I. Definition - Data which is not otherwise essential to the contractor's performance of the primary contracted effort (production, development, testing, and administration) but which is required by DD Form 1423.

Estimated Price - Costs to be included under Group I are those applicable to preparing and assembling the data item in conformance with Government requirements, and the administration and other expenses related to reproducing and delivering such data items to the Government.

b. Group II. Definition - Data which is essential to the performance of the primary contracted effort but the contractor is required to perform additional work to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, or quality of the data item.

Estimated Price - Costs to be included under Group II are those incurred over and above the cost of the essential data item without conforming to Government requirements, and the administrative and other expenses related to reproducing and delivering such data item to the Government.

c. Group III. Definition - Data which the contractor must develop for his internal use in performance of the primary contracted effort and does not require any substantial change to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, and quality of the data item.

Estimated Price - Costs to be included under Group III are the administrative and other expenses related to reproducing and delivering such data item to the Government.

d. Group IV. Definition - Data which is developed by the contractor as part of his normal operating procedures and his effort in supplying these data to the Government is minimal.

Estimated Price - Group IV items should normally be shown on the DD Form 1423 at no cost.

Item 18. For each data item, enter an amount equal to that portion of the total price which is estimated to be attributable to the production or development for the Government of that item of data. These estimated data prices shall be developed only from those costs which will be incurred as a direct result of the requirement to supply the data, over and above those costs which would otherwise be incurred in performance of the contract if no data were required. The estimated data prices shall not include any amount for rights in data. The Government's right to use the data shall be governed by the pertinent provisions of the contract.

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competition relating to--

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above *(insert the full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization)*;

(ii) Is an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

52.207-4 ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987)

(a) Offerors are invited to state an opinion on whether the quantity (ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

<u>ITEM QUOTATION</u>	<u>QUANTITY</u>	<u>PRICE</u>	<u>TOTAL</u>
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(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and re-solicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, intends, does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of performance (*street address, city, state, county, zip code*)

Name and address of owner and operator of the plant or facility if other than offeror or respondent.

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is **335911**.

(2) The small business size standard is **500**

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

- (1) The offeror represents as part of its offer that it is, is not a small business concern.
- (2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it is, is not a women-owned small business concern.
- (4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.
- (5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.
- (6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that -
- (i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
 - (ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:]*
- Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern -

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice:

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that -

- (a) It has, has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;
- (b) It has, has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that -

- (a) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

52.247-53 FREIGHT CLASSIFICATION DESCRIPTION (APR 1984)

Offerors are requested to indicate below the full Uniform Freight Classification (rail) description or the National Motor Freight Classification description applicable to the supplies, the same as offeror uses for commercial shipment. This description should include the packing of the commodity (box, crate, bundle, loose, setup, knocked down, compressed, unwrapped, etc.), the container material (fiberboard, wooden, etc.), unusual shipping dimensions, and other conditions affecting traffic descriptions. The Government will use these descriptions as well as other information available to determine the classification description most appropriate and advantageous to the Government. Offeror understands that shipments on any f.o.b. origin contract awarded, as a result of this solicitation, will be made in conformity with the shipping classification description specified by the Government, which may be different from the classification description furnished below.

For Freight Classification Purposes, Offeror Describes This Commodity as:

52.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (APR 2003)

- (a) Definitions. "*Domestic end product*," "*foreign end product*," "*qualifying country*," and "*qualifying country end product*" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.
- (b) Evaluation. The Government-
 - (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
 - (2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.
- (c) Certifications and identification of country of origin.
 - (1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that-
 - (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
 - (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
 - (2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin
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 - (3) The following end products are other foreign end products:

Line Item Number	Country of Origin (<i>If known</i>)
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NAVICPKA01 F.O.B. ORIGIN SHIPPING POINTS (NAVICP-M) (JAN 1993)

If this solicitation provides for delivery "FOB Origin", the offeror shall provide the following information.

Truck Shipments: Shipping point for supplies including *Street Address, City, State and Zip Code*

Rail Shipments: Exact location of private siding or Name of Rail Terminal and Name of serving railroad

SECTION L

***52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

<http://farsite.hill.af.mil/>
<http://www.arnet.gov/far>
<http://www.acq.osd.mil/dp/dars/dfars/tochtml.htm>
<http://farsite.hill.af.mil/VDFDFAra.htm>

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)**52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)****52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (JAN 2004)*****252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE CODE) REPORTING (AUG 1999)*****52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DoD INDICES OF SPECIFICATIONS AND STANDARDS (DoDISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DoD 5010.12-L (DEC 1999)**

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained -

- (a) From the ASSIST database via the Internet at <http://assist.daps.mil/>; or
- (b) By submitting a request to the --

DEPARTMENT OF DEFENSE SINGLE STOCK POINT (DODSSP)
 BUILDING 4 SECTION D
 700 ROBBINS AVENUE
 PHILADELPHIA PA 19111-5094
 Telephone (215) 697-2667/2179
 Facsimile (215) 697-1462.

***52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)**

Any contract awarded as a result of this solicitation will be () DX rated order; (X) DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

52.215-5 FACSIMILE PROPOSALS (OCT 1997)

- (a) Definition. "*Facsimile proposal*," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.
- (b) Offerors may submit facsimile proposals to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.
- (c) The telephone number of receiving facsimile equipment is: **Mechanicsburg 717-605-2807**
- (d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--
 - (1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;
 - (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and
 - (3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.
- (e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

***52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a **FIRM FIXED PRICE** contract resulting from this solicitation.

***52.233-2 SERVICE OF PROTEST (AUG 1996)**

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from: Counsel for the Naval Inventory Control Point-Mechanicsburg, Code 0082, 5450 Carlisle Pike, P O Box 2020, Mechanicsburg, PA 17055-0788; *or* BID ROOM Naval Inventory Control Point - Philadelphia, Building 1, 700 Robbins Avenue, Philadelphia, PA 19111-0598.
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

5252.213-9401 NOTICE TO PROSPECTIVE SUPPLIES (APR 2003)

- (a) This procurement is subject to the Navy's Red/Yellow/Green (RYG) Program. RYG is authorized by the Deputy Assistant Secretary of the Navy (Acquisition) for use in the acquisition of supplies and services used to build, maintain, and operate the Fleet.
- (b) The Government reserves the right to award to the supplier whose quote represents the best value to the Government. As such, the basis for award will include an evaluation of each supplier's past performance history for the Federal Supply Class(es) or Service Code(s) (FSCs) of the supplies and services being purchased. The price to be considered in determining best value will be the evaluated price after application of Technical Evaluation Adjustments (TEAs).
- (c) The procedures described in the clause entitled, "Additional Evaluation Factor for Consideration of Past Performance – Navy Red/Yellow/Green Program (APR 1999)," will be used to assist in determining the best value for the Government.

***NAVICPLA12 ACCEPTANCE PERIOD (APR 2000)**

- (A) If this solicitation is an IFB, any offeror allowing less than the number of calendar days specified in the offer portion of the Standard Form 33 for acceptance by the Government will be rejected as non-responsive.
- (B) If this solicitation is an RFP, then unless otherwise specified by the offeror, the Government shall have **60** calendar days from the closing date for receipt of the proposals during which it may accept a proposal submitted hereunder. This same time period for acceptance shall apply to any Proposal Revisions submitted hereunder and shall run from the date fixed for receipt of Proposal Revisions.

***NAVICPLA18 REVIEW OF AGENCY PROTESTS (APR 2000)**

(NOTE: Use in concert with 52.233-2 and/or 52.233-3 within this solicitation / contract.)

In accordance with FAR 33.102(d)(4), interested parties may request an independent, level above the contracting officer, review of any protest filed with the agency. The request for an independent review may be made in lieu of protest to the contracting officer, or as an appeal to a contracting officer protest decision. If requested as a result of an appeal, the timeliness rules for GAO protest are not extended.

The individual that will conduct the independent review is the Chief of the Contracting Office. Interested parties requesting to have an independent review of protest or to appeal a contracting officer protest decision shall address protests to:

Independent Protest Review Official
NAVICP Code 02
Building 410 South End Bay B29
5450 Carlisle Pike PO Box 2020
Mechanicsburg PA 17055-0788

SECTION M

52.247-50 NO EVALUATION OF TRANSPORTATION COSTS (APR 1984)**5252.213-9402 ADDITIONAL EVALUATION FACTOR FOR CONSIDERATION OF PAST PERFORMANCE – NAVY RED/YELLOW/GREEN PROGRAM (APR 1999)**

(a) This procurement is subject to the Navy's Red/Yellow/Green (RYG) Program, authorized by the Assistant Secretary of the Navy (Research, Development and Acquisition) for use by participating activities during the acquisition of supplies and services used to build, maintain, and operate the Fleet.

(b) The purpose of RYG is to assist contracting personnel during source selection to determine the best value for the Government. The program uses accumulated supplier past performance data to classify each supplier's performance by Federal Supply Class(es) or Service Code(s) (FSCs) as either red (high risk), yellow (moderate risk), green (low risk) or neutral (no risk established).

(c) To assist in source selection a monetary assessment in the form of a Technical Evaluation Adjustment (TEA) is added to each supplier's quote having a red or yellow classification for the FSC involved. The dollar amount of the red or yellow TEA assessment is based on the cost to the Government of effecting additional actions required to assure performance by a supplier with an unsatisfactory performance history for the FSCs involved. No TEA is assessed for a supplier having either a green or a neutral FSC RYG classification. For purposes of the RYG program, a neutral classification is assigned to suppliers who are first time quoters to the Government for the FSC(s) involved, suppliers otherwise having no past performance data in the RYG database for the FSC(s) involved, and suppliers whose past performance data in the RYG database for the FSC(s) involved are over three years old. After consideration of any other pertinent, price-related factors (e.g., transportation charges, first article testing, discount terms), the adjusted price becomes the basis for determining award. A supplier's FSC RYG classification may change over time as new or revised performance data becomes available.

(d) RYG classifications are summarized as follows:

- (1) **GREEN is low risk.** No performance assurance actions are considered necessary. No TEA will be assessed.
- (2) **YELLOW is moderate risk.** Additional performance assuring actions are considered necessary. A TEA will be applied to the prospective supplier's price to reflect the Government's estimated additional costs.
- (3) **RED is high risk.** Significant additional performance assurance requirements are considered necessary. A TEA will be applied to the prospective supplier's price to reflect the Government's estimated additional costs.
- (4) **NEUTRAL is no risk established.** No TEA is assessed; nevertheless, additional performance assurance requirements may be considered necessary to assure quality and on-time delivery.

(e) RYG classifications for all applicable FSC(s) are established monthly for each supplier and provided to them. Suppliers may address questions about the program or their FSC RYG classifications to the Naval Sea Logistics Center (NLSC) Portsmouth Detachment, Federal Building, Room 400, 80 Daniel Street, Portsmouth, NH 03801-3884, telephone (603) 431-9460, extension 464, FAX (603) 431-9464. Suppliers may also access their individual FSC RYG classifications through the automated vendor access program. To obtain automated access, written request must be submitted on company letterhead to NLSC at the above address. The request must include the requester's name, title, company name, address, telephone number and Contractor and Government Entity (CAGE) code. The CAGE code is mandatory. In response, NSLC will provide each supplier, without charge, with an individual password, all required software, and information on accessing its individual data.

NAVICPMA06 EVALUATION FOR AWARD (LOWEST PRICED TECHNICALLY ACCEPTABLE)

Award will be made to the responsible offeror submitting technically acceptable offer with the lowest evaluated price. A technically acceptable offer is one in which the offeror complies with the instructions contained in Section L of the solicitation and does not take exception, nor object to any of the terms of this solicitation. Offers that are not technically acceptable will not be considered for award.

SINGLE AWARD FOR ALL ITEMS (JAN 1992) (NAVSUP)

Due to the interrelationship of supplies and/or services to be provided hereunder, the Government reserves the right to make a single award to the offeror whose offer is considered in the best interest of the Government, price and other factors considered. Therefore, offerors proposing less than the entire effort specified herein may be determined to be unacceptable.